railroad company permitted the buyer to inspect the apples without his producing bills of lading or showing any right or title to the apples. Finding them to be of inferior quality, the buyer refused to take them. *Held*, that the railroad company is not guilty of a conversion of the goods.

SALES—RIGHT TO REGULATE RESALES AND PRICE.—HARTMAN v. JNO. B. PARK & SONS CO. 145 FED. 358 (Ky.) *Held*, that contracts between the manufacturer and wholesalers to sell at a certain price and only to retail dealers, designated by the manufacturer should be sustained. The court disposes of the defense that the contracts were unlawful, as in restraint of trade, by a holding that the restraint in order to be unlawful must be unreasonable.

SHIPPING—VALIDITY OF CONDITIONS IN TICKET—LIMITATIONS OF LIABILITY—THE MINNETONKA, 146 FED. 509—*Held*, conditions printed inconspicuously upon a steamship ticket, providing that the shipowner shall not be liable for any loss of passenger's baggage through theft or any act, neglect or default of the shipowner's servants or others, which were not known to such passenger are invalid, and constitute no defense to an action by him to recover jewelry stolen by one of the ship's employes.

As a general rule in the United States, a shipowner or other common carrier cannot, by stipulation in a contract of carriage, limit its liability for injury to goods of a passenger caused by the negligence or theft of its servants, on the ground of public policy. *The Hugo*, 57 Fed. 403; *Armstrong v. Express Co.*, 159 Pa. 640. Yet a rule that carriers will not be responsible for baggage beyond a certain amount unless its value is reported to them and its carriage paid for, is reasonable and obligatory if known to or brought home to the knowledge of the passenger. *Brown v. Eastern R. R.*, 11 Cush. 97, *Brehme v. Dunsmore*; 25 Md. 328. The carrier is under the same obligation, ordinarily, for the safety of luggage as of freight. *Hannible Ry. Co. v. Swift*, 12 Wall. 262. *Merrill v. Grunell*, 30 N. Y. 594. However, for such baggage as a passenger keeps in his own possession, a carrier is not liable as insurer but only for negligence. *Steamship Co. v. Bryan*, 83 Penn. St. 446; *Whitney v. Pullman Co.*, 143 Mass. 243.

TIME—SOLAR OR STANDARD—COURTS—EXPIRATION OF TERM—TEXAS TRAM AND LUMBER CO. v. HIGHTOWN, 96 S. W. 1071 (TEX.)—*Held*, that in limiting the time of the expiration of a term of court limited by statute to a certain day, solar time and not standard or railroad time, should be used, though the community has generally adopted standard time.

A civil day is the mean solar day used in ordinary reckoning of time beginning at midnight. *Webster's Int. Dict.* The only standard of time recognized by the courts is the meridian of the sun, and an arbitiary standard set up by persons in a certain line of business will not be recognized. *28 Am. and Eng. Ency. 2nd Ed.*, 210. The time to be used in determining he expiration of a policy on a certain date will, in the absence of statute or custom be determined by the common or solar time unless it is shown that a different time was intended. *Jones v. Ins. Co.*, 110 Ia. 75. The cases on the above point are very few but it seems to be settled as a general rule that solar time is to be used and is so decided as a matter of law in Georgia. In Nebraska it is merely a presumption, while in Kentucky and Iowa, a matter of custom. *Ins. Co. v. Peaslee Gaulbert Co.*, 1 L. R A. (N. S.) 364.